

REMARKS

Applicant submits this Reply in response to the Office Action mailed on February 5, 2007. Claims 1-17, 36-55, 74-91, and 109 are presented for further consideration. Claims 18-35, 56-73, and 92-108 have been withdrawn from consideration.

In the Office Action the Examiner rejects claims 1-14, 17, 36-55, 74-88, 91, and 109 under 35 U.S.C. § 102(e) as allegedly being anticipated by Lilly et al. (U.S. Patent Application Publication No. 2002/0156723) ("Lilly"), and rejects claims 15, 16, 89, and 90 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Lilly in view of Ehrlich et al. (U.S. Patent No. 6,873,968). Applicant traverses these rejections for at least the reasons below.

In order to support a rejection under 35 U.S.C. § 102(e), each and every element as set forth in the claims must be described, either expressly or inherently, in a single prior art reference. M.P.E.P. § 2131. Lilly fails to teach each and every element of the claims.

For example, claim 1 recites, *inter alia*,

"[a] method for providing messages to a user located at a client system attached to a network while the client system is displaying a web page associated with a web site provided by a web server through the network, the method comprising:

... analyzing a cost of [an] item against the financial account limit associated with [a] financial account; and

presenting a message for display along with the web page based on the analysis, wherein the message indicates an updated status of the financial account assuming the user purchases the item from the web site using the financial account."

Lilly fails to disclose at least these elements. Lilly discloses a method and system for providing extra lines of credit to customers. The lines of credit may be

offered to a customer at a point of sale terminal or website, and may be offered in response to a customer's purchase. See, e.g., paragraphs 78-82. An extra credit line may then be used in a transaction by a customer. See, e.g., paragraph 89. A central database may store credit information for each customer account, including customer credit limits. See, e.g., paragraph 49.

Contrary to the Examiner's assertion, Lilly does not disclose "analyzing a cost of [an] item against the financial account limit associated with [a] financial account; and presenting a message for display along with the web page based on the analysis, wherein the message indicates an updated status of the financial account assuming the user purchases the item from the web site using the financial account." In contrast, Lilly describes sending offers to customers to use different credit lines for their purchases. See, e.g., paragraph 89 ("the customer may be queried to apply the purchase to their general purpose credit line [I]f customer 410 accepts the offer to use their general credit line (Step 538B; YES), card issuer determines whether a credit line sharing option is activated form the customer's account (Step 542B)."

The Examiner asserts that paragraphs 49-50 of Lilly disclose "analyzing a cost of [an] item against the financial account limit associated with [a] financial account; and presenting a message for display along with the web page based on the analysis, wherein the message indicates an updated status of the financial account assuming the user purchases the item from the web site using the financial account." Office Action at 3. Applicant respectfully disagrees. Paragraphs 49-50 only describe a central database for storing credit lines for different customers. See, e.g., Fig. 3B. This information does not comprise the claimed "message for display along with the web page based on the

analysis, wherein the message indicates an updated status of the financial account assuming the user purchases the item from the web site using the financial account.”

(Emphasis added.) Neither paragraphs 49-50 nor any other portion of Lilly disclose this element.

For at least these reasons, Lilly fails to disclose each and every element of claim

1. As such, the rejection of claim 1 under 35 U.S.C. § 102(e) should be withdrawn and the claim allowed.

Claims 37 and 75, though of different scope from claim 1, also recite “analyzing a cost of [an] item against the financial account limit associated with [a] financial account,” and “presenting a message for display along with the web page based on the analysis, wherein the message indicates an updated status of the financial account assuming the user purchases the item from the web site using the financial account.” Therefore, for at least the same reasons discussed above in connection with claim 1, the rejection of claims 37 and 75 should be withdrawn and the claims allowed.

Claims 2-14, 17, 38-55, 76-88, and 91 depend from one of claims 1, 37, and 75, and are thus distinguishable over Lilly for at least the same reasons discussed above in connection with claims 1, 37, and 75. In addition, claims 53 and 54 include elements that the Examiner admits are not disclosed by Lilly. See Office Action at 6 (“Lilly . . . does not expressly disclose a method or system wherein a message indicates that an item may be purchased at an alternate web site for an amount lower than that offered by the web site.”). As such, the rejection of claims 2-14, 17, 38-55, 76-88, and 91 should be withdrawn and the claims allowed.

Claim 36 recites:

A method for providing data to a user located at a client system attached to a network, comprising:
detecting a request from the user to access a web server over the network;
determining whether a web site provided by the web server to the client is associated with a list of web sites;
determining, when the site is associated with the list, a type of message based on at least one of a status of a financial account associated with the user, a rating of the web site, a type of good or service attempted to be purchased by the user through the web site, and a type of financial account associated with the user and attempted to be used to purchase the good or service; and
providing the type of message to a display device operating at the client system.

Lilly fails to disclose these elements. The Examiner states that claim 36 is "rejected under the same rationale set forth" in the Examiner's rejection of claim 1. However, the cited portions of Lilly discussed the Examiner's rejection of claim 1 do not disclose the elements of claim 36. As such, the rejection of claim 36 under 35 U.S.C. § 102(e) should be withdrawn, and the claim allowed.

Claims 74 and 109, though of different scope from claim 36, include similar elements as claim 36. Therefore, for at least the same reasons discussed above in connection with claim 36, the rejection of claims 74 and 109 should be withdrawn and the claims allowed.

The Examiner rejects claims 15, 16, 89, and 90 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Lilly, in view of Ehrlich. To establish a *prima facie* case of obviousness under 35 U.S.C. § 103(a), "the prior art reference (or references when combined) must teach or suggest all the claim limitations." M.P.E.P. § 2142. As discussed above, however, Lilly fails to disclose or suggest all of the elements recited in

independent claims 1 and 75. Therefore, Lilly also fails to disclose or suggest all of the elements recited in claims 15, 16, 89, and 90. Ehrlich also fails to disclose at least "analyzing a cost of [an] item against the financial account limit associated with [a] financial account," and "presenting a message for display along with the web page based on the analysis, wherein the message indicates an updated status of the financial account assuming the user purchases the item from the web site using the financial account," as recited in claims 1 and 75. As such, a *prima facie* case of obviousness under 35 U.S.C. § 103(a) has not been established because Lilly and Ehrlich, alone or in combination, do not teach or suggest each and every element of the claims. Accordingly, the rejection of claims 15, 16, 89, and 90 in view of Lilly should be withdrawn and the claims allowed.

The Office Action contains characterizations of the claims and the related art with which Applicant does not necessarily agree. Unless expressly noted otherwise, Applicant declines to subscribe to any statement or characterization in the Office Action.

If a telephone interview will expedite issuance of this Application, the Examiner is requested to call Applicant's representative whose name and registration number appear below, at 202-408-4138, to discuss any remaining issues.

Please grant any extensions of time required to enter this Reply and charge any additional required fees to our Deposit Account No. 06-0916.

Respectfully submitted,

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By: Bradley Edelman
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